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uncertain sound on the question : Can a carrier limit its common law liability by special contract with the shipper ? Dill shipped live-stock from Cedar Rapids, Iowa, to Estudge, Kansas, on written contract with the Chicago, Rock Island & Pacific R. R. Co. for a through rate. At Atchison, where the C., R. I. and P. R. R. connected with the A., T. and S. F. R. R., the agent of the latter road refused to allow the stock to proceed on the old contract and demanded as a condition precedent to the forwarding, Dill's signature to a new contract which was given hurriedly and without reading, and under pressure. Said contract was a limitation of the carrier's common law liability. The Court says : " A common carrier cannot limit his common law liability by a special contract in writing with the shipper, unless it is freely and fairly made, and the carrier cannot exact as a condition precedent for carrying that the shipper must sign a contract in writing, limiting or changing the common law liability. If the carrier has two rates or charges for carrying stock or goods—one, if carried under the old common law liability, and, the other, if carried under a special contract,—the shipper must have real freedom of choice in making his selection."

Accident Insurance—Intoxication.—In *Standard Life and Acc. Ins. Co. v. Jones*, 10 South. Rep. 530 (Ala.), the Court makes a distinction between the popular and legal meanings of the phrase, "under the influence of intoxicating drinks." In common parlance, and hence as it would impress a jury, the expression "under the influence of intoxicating drinks," means a different condition from that expressed by the word "intoxicated ;" the latter indicating a condition of temporary impairment of the capacity to think and act correctly and efficiently, while the former may mean effects produced by intoxicants so slight as not to impair any mental or physical faculty. But the phrase, "under the influence of intoxicating drinks," as used in insurance policies, and other documents of a similar character, has a legal significance differing from the popular one, and implying such influence as in reality amounts to intoxication.

Statute of Frauds—Original Undertaking.—*Mackey v. Smith et al.*, 28 Pac. Rep. 974 (Ore). Defendants were railroad contractors, and one Malone was a sub-contractor to whom plaintiff was furnishing supplies. Plaintiff doubting Malone's ability to pay, refused to continue furnishing supplies unless payment should be guaranteed by defendants, whereupon defendants agreed by oral